General sales conditions-Club Med Switzerland

The law on package travel (LVF) is applicable on all all-inclusive Club Med® holiday.

PREAMBLE

These General Terms and Conditions of Sale are intended to apply to all the services offered in the Club Med® brochures (hereinafter the "Club Med® Brochures") and on the website www.clubmed.ch. They define the conditions of purchase of services at both physical points of sale (Travel Agencies etc.), on the Internet and by telephone for stays in our holiday resorts hereinafter referred to as "Resorts" . They are supplemented or modified specifically, where applicable, by special conditions of sale including Cruises by Club Med®, Discovery Tours by Club Med® etc.

The information schedules, the content of the website, and this brochure are intended to inform Club Med® customers (hereinafter referred to as "GM®" or "Gentile (s) Member (s) ®"), before the signing of their sales contract ("Contract"), of the content of the proposed services relating to transport and stay (including accommodation, leisure and sporting activities), the conditions applicable for cancellation and modification of the Contract, as well as conditions relating to crossing borders.

For more information on prices, terms of payment or services offered by Club Med® (including dates of availability of services, those services that attract a supplement or that may be offered only on certain dates and / or depending on the season (Summer or Winter), please refer to the "Our Resorts under the magnifying glass" page of the Trident Sun and Winter Sports Brochure or on the website www.clubmed.ch.

Club Med® expressly reserves the right to make changes to the information contained in its Brochures (including price, content of transport and accommodation services, accommodation conditions, promotional offers, and à la carte activities and / or with supplement, as well as on the opening and closing dates of Resorts, Villas and Chalets).

BEFORE YOUR DEPARTURE

1. Your Club Med® Package

Club Med® offers to its GM® different packages (hereinafter "Package (s)") for which stays in Resort, Villa or Apartment-Chalet (combined with or without an excursion or with another Resort) accommodation, Cruises on board the Club Med 2, tours as well as the formula "Escapades" grouping a few days in Resort and a few days touring (these Packages can be proposed with or without transport, in the latter case the stays are then defined as "stays in Resort /Town").

The packages include, in principle, a stay of one week (7 days), with exceptions (for example, a Package in Villa or Chalet-Apartment proposed by the night), or several weeks of stay, it being specified that the duration of a Package with transport includes the duration of transport and transfer (excluding the time to complete any formalities (police, recovery of luggage, customs etc.).

The packages include, (I) full board during the stay, namely three meals a day (with the exception of stays on the Club Med 2 boat, see the special conditions for the sale of Cruises on https://www.clubmed.ch/d/cruises?locale=en-CH) including: water carafe, beer and wine at lunch Date of issue: July 2024

and dinner, coffee machine (except exceptions), (II) drinks at the bar ("Bar & Snacking" package including a wide selection) soft drinks (non-alcoholic beverages)), except exclusions mentioned below), (III) sporting activities indicated as included in the Basic Package (refer to the Resorts pages and under the heading "Our Resorts under the magnifying glass", available only on the dates indicated) (IV) the ski lifts (winter in all the Snow Resorts) (V) when available in the Resort, the Club Med Baby Welcome® (subject to registration prior to reservation, and only a limited number of places being available), the Mini Club Med®, the Junior Club Med and the Club Med Password®, (VI) activities organised b they G.O® during the day and evening.

The Villa and Apartment-Chalet Packages include, in addition to the specific services for the stay in Villa / Chalet-Apartment (as detailed in the heading "Our Resorts under a magnifying glass"), the aforementioned services, if available only in an adjoining Resort.

Each of these packages is a unique and indivisible product whose content is detailed on the page "Our Resorts under the magnifying glass" and on the website www.clubmed.ch. All Packages are subject to availability.

Not included in the price of the Package, are the services indicated with supplement / à la carte in the Club Med® brochures, on the site www.clubmed.ch or on site in Resort. The following drinks are excluded from the price of the package: drinks and / or snacks from the minibar in the resorts where this service is offered, bottled wines offered à la carte in bars and restaurants, snacks, sweets, ice creams and beverages sold at the bar, champagne (except in 5T Resorts, 5T Spaces, Villas and Apartments-Chalets where the champagne is offered by the flute, from 18:00 at the bars indicated in the resort), VSOP alcohols "Very Superior Old Pale" and XO "Extra Old", non-alcoholic drinks in bottles and / or cans, drinks from some super-premium brands.

Supplementary services are, in any case optional, and depend on availability. Some services (e.g. coaching courses, sports activities, butler services) are only offered on certain dates (for example, only during French school holidays (excluding French Overseas Territories)). The precise dates of when the services are available can be accessed in the Tourist Agencies or on the website www.clubmed.ch.

The GM® has the possibility to reserve at the same time as their Package with transport, a supplemental service called "City Stop" (consisting of stay in a Resort, Villa or Apartment-Chalet, or an urban getaway) in a large or capital city among the selection offered by Club Med®. This "tailor-made" service is bookable in the Agency, and includes accommodation in a 3, 4 or 5* hotel (according to local standards), breakfast and private transfer to and from the airport-hotel (with unattended reception). In certain cases, beyond the control of Club Med®, GM® may be informed that it may be accommodated in a different hotel from that designated on their sales slip, the change being made in any event to a hotel of at least equivalent category without additional cost for the customer. The G.M® being notified as soon as possible. The "City Stop" price is included in the total price of the Package as defined in Article 2.1. Club Med® draws the GM's attention to the fact that any addition of a "City Stop" service subsequent to the booking of a Package may result in the application of the penalties provided for in 4.1.1 below, particularly as a result of a change to the transportation included in the package. It is therefore strongly recommended a "City Stop" booking is made at the same time as that of the original Package with transport.

In "Winter Sports" Resorts, the GM® must respect the General Conditions of Use of the ski lift operator, which are posted or given on site in the Resort but can also be consulted on the website of the ski resort operator. In all Resorts, the instructions and rules, in particular those relating to health and safety, whether displayed or given directly by staff, must be observed.

The non-observance of these rules by the GM® will result in them not being able to participate in the activities (e.g. in Winter Sports Resorts, the wearing of a helmet is compulsory for the practice of off-Date of issue: July 2024

piste skiing when this activity is possible and offered by the instructors supervising classes. GM® who do not wish to wear helmets cannot take part in these lessons practicing off-piste skiing and are not able to claim any reimbursement or compensation) or benefit from the relevant services.

Specific requests by the traveller:

The traveller can send a special request or communicate a specific request to Club Med® concerning his/her travel, stay or transportation (e.g. concerning a person with reduced or disabled mobility, specific dietary requirements, etc.). The request will be considered on a case-by-case basis and confirmation of acceptance of the request will be given by Club Med and / or the air or rail carrier, if applicable.

Non-smoking areas: All common or private indoor spaces are non-smoking (this provision also applies to electronic cigarettes).

1.1. Your package without transportation (Resort stay)

Club Med® offers holidays in Rendezvous Resorts (Villa or Apartment-Chalet) of one or more weeks or of variable lengths (e.g. "Short Stay", "Weekend Stay", "Special Stay", "Stay Little Week " etc.).

For a Rendezvous Resort (Villa or Apartment-Chalet), arrival should take place between 15:00 and 20:00, and departure by 15:00 at the latest, the release of the rooms being envisaged by 10:00, unless otherwise specified in the Club Med® Brochures and / or on the "Rendezvous Vacances" addressed to GM®. The price of the "Resort Rendezvous" Package includes meals with full board, from dinner of the 1st day until lunch of the last day. Transfers between the airport, the train station and the Resort are the responsibility of G.M®. In case of an early arrival by the G.M® and depending on the availability at the Resort, breakfast and / or lunch on the day of arrival and / or accommodation in the Resort may be offered for an extra charge.

It may happen that on certain dates Club Med® is not able to offer Packages in Resort Rendezvous while stays with transport are available. Similarly, for each type of stay, there is a quota of places in the Resort, particularly depending on the length of stay concerned. It can happen, for example, that on a given date, a Resort is available for two weeks but is not available for a week or it is available for a full week and not as a "Short Stay".

Club Med® may be able to offer in the context of the sale of its Packages a transfer service from the Resort / Villa / Apartment-Chalet by appointment and at a supplement. Any GM® traveling to/ from a Resort / Resort that has reserved a transfer with Club Med® are requested to limit the number of their baggage and inform Club Med® beforehand (directly at the reception of the Resort, 48 hours before their arrival) if they have particularly bulky baggage (e.g. a golf bag, baby stroller etc.), in order to enable the most suitable vehicle to be assigned to the transfer concerned. In any case, Club Med® reserves the right to impose and invoice an additional vehicle if the number of bags exceeds the capacity of the vehicle assigned to the transfer according to the baggage information provided by G.M®.

Whether the transfer is included in the Package (i.e. Packages with transportation) or ordered as part of a transfer service with supplement, the GM® must respect the times and the place of rendezvous indicated to him/ her by Club Med. Transfers in this context are collective. Any request for transfer by the G.M® outside the hours fixed by Club Med®, will be treated as part of a private transfer also payable by the G.M®. The G.M® is free to determine the schedule of their transfer but will be solely responsible in the case of any delay causing the loss of their return trip.

1.2 Your package with transport

It is specified that the transfer included in the Package with transport does not include the transport of bulky and / or non-collapsible and / or non-retractable items. In such a case, the GM® should contact your Agency or the Resort so that the transfer of such material is organized at their own expense.

1.2.1. Air transport

Air taxes (including airport, insurance, security, carbon, solidarity etc), fuel surcharges and / or stopover fees (including port taxes for Club Med 2 Cruises) are included in the price and are those known at the date of publication of the price (for those mentioned in the Brochure, the date is that specified in Article 4.2.1). They are subject to change in accordance with the applicable legislation (see article 4.2 below). These different taxes sometimes appear in the Brochures under the terms "variable taxes". Airport / Resort / Villa / Apartment-Chalet transfers are included in the price, except where specifically excepted. The Rendezvous Vacances addressed to the G.M® before his/ her departure includes all the information relating to their flights as it appears on the E-Ticket. This document is to be presented by G.M® at registration with their identity documents (passport or identity card depending on the destination) so that the airline can issue the boarding pass(es). Safety regulations require that a child under 2 must share the seat of an adult. A seat on the return flight will, however, in accordance with the regulations, be allocated to any child celebrating their second birthday during the stay and will be subject to the appropriate fee.

Baggage weight is limited per person and varies by class and airline. The baggage allowance is specified by the airlines on their website (URL indicated on the Rendezvous Vacances). Any excess baggage will be charged to the G.M®, who will have to pay it to the airline at the airport.

Transportation of special or bulky equipment (golf, diving, kitesurfing, skis, windsurfing, etc.) is subject to a surcharge payable directly to the airline upon check-in. The amount will vary according to the particular company and destinations. It is the G.M®'s responsibility to indicate at the moment of the reservation and at the latest 72 hours before their departure, any need for transport of specific bulky equipment, which always remains subject to the agreement of the airline company. Club Med® cannot be held responsible in case of any refusal by the airline to embark a piece of equipment and cannot take responsibility for any expenses incurred under any circumstance.

Flights indicated as "direct" are non-stop or stopover flights with no change of aircraft.

The management of Club Med® cannot be held liable for no-show at boarding and / or failure to check-in at the place of departure of air transport under the Package, and / or no-show on the place of the stay, caused by a delay of pre-routing transport whether by air, rail or land, whatever the cause, since this pre-routing transport was not included in the total amount of the price of the Package which is the object of the Contract. Pre-routing transport is the sole responsibility of G.M® or the carrier with whom they have freely contracted.

Club Med flights are flights with prices specially negotiated by Club Med® ("Club Med flight"). These flights may be operated during the day or night, with the first and last day of the trip being dedicated to transportation. Club Med® does not have control of the choice of the schedules, it cannot be held responsible in case of late departure and / or of return early in the first and / or the last day, or any waiting time between two stops . An arrival at the end of the day and a departure in the early morning are possible, whether because of schedules imposed by carriers, weather conditions or any other fortuitous event, especially in times of heavy traffic where more frequent rotations and security requirements may result in some delays.

Without prejudice to the foregoing, the non-arrival of the GM® at the resort or accommodation, without any communication from him/her within 48 hours following the original scheduled date of arrival, will result in the release of the reserved accommodation, which may be made available to another GM® without any reimbursement or credit from Club Med® with respect to the original reservation.

Flights are scheduled and rates are subject to availability and specific booking classes to which Club Med® has access. In the event that there is no available space or assuming that the G.M® wishes to leave dates when Club Med® cannot offer transport under the above conditions, or in other booking classes (for example: business class) on the same flight or via another flight, seats may be obtained under different financial conditions and/ or additional cost.

Club Med® may be required to offer a supplement for special flights on the same date or at a different date; a supplement may be applied, and the amount will be confirmed before booking. Standard flights are low cost and/or scheduled flights that are issued upon booking, in the case of cancellation or of change, regardless of the notice period, 100% of the costs will be deducted from the cost of the flights ("standard flights").

Schedules (registration, flight code) and names of airlines are provided for information on sales contracts and are subject to change until the day of departure. In the event of a change, in particular of a carrier, the GM® will be informed by any appropriate means by the contracting carrier or by Club Med® as soon as they become aware of it and at the latest at the time of check-in or boarding for connecting flights. In the event of a cancellation by the G.M® justified by a proven breach of Club Med®'s obligation to inform G.M® of the name of the air carrier, all sums paid by the G.M® will be returned to them without the retention of any compensation by Club Med.

1.3. Your accommodation

The basis for accommodation in our Resorts (including accommodation in the Club Med 2 Yacht and the "Getaways" packages offered by the Discovery Tours by Club Med® involving a stay in a Resort) is the standard unit accommodation (called "Club") except in the Resort Kemer ("accommodation per person"). A unit accommodation is also described as a Villa or Chalet-House. Unit accommodation is assumed to be shared with any other registered G.M® on the same booking

For single individuals registered on the booking file, the accommodation in the Resort is in a single room, and subject to a supplementary charge, except in the Kemer Resort, where by exception a G.M® reserving a stay in this Resort may share his or her room with another G.M® (of the same-sex) that they do not know. In the latter case, and exceptionally, Club Med may need to ask a GM® to change their rom during their stay so that the non-mixed sex rule is respected.

Given the principle of accommodation in the Unit, a child must be housed in a room that is shared with their parents and / or accompanying adult(s), or in a single room (only for children 12 years and over) giving rise, where applicable, to a payment of a single supplement. It is specified that the beds proposed for children staying in the room of their parents are likely to be benches or sofa beds (dimensions can be communicated by the salesman on request). Children under 3 years are accommodated in the parents' room and / or accompanying adults in baby cots (usually a folding bed as a rule). It is specified that any child under 3 years does not count as an occupant. For example, a family of four (4) people, 2 adults and 2 children of 10 and 2 years, will be accommodated in a triple room with a cot for the child of 2 years. A single person traveling with a child under 3 years old will be accommodated in a single room with a baby cot and will have to pay a single supplement. These conditions do not apply to Villas and Apartments-Chalets.

Minor children remain under the full responsibility of their parents and / or accompanying adults throughout their stay in the Resort, and it is their sole responsibility if they leave the minors alone in a single bedroom.

Club Med® offers packages at different prices depending on the category of accommodation chosen. These are specific dwellings with particular characteristics due in particular to their orientation (for example: housing with sea view, with terrace, etc.) and / or their services, or their configuration (such as communicating rooms).

Reservation of specific accommodation is possible, but the allocation of the accommodation (in the reserved category) is carried out exclusively on site and cannot be booked in advance at the time of registration (except for Club Med 2). Any requests by the G.M® directly to the Resort before their arrival cannot be considered and therefore has no binding or contractual value.

Accommodation - transportation - accessibility for people with reduced mobility

Some of our Resorts are more suitable for people with disabilities or reduced mobility (person with a sensory disability, wheelchair user etc.). However, we cannot guarantee access, by their own means, for people with reduced mobility to all the activities and infrastructures of the Resorts. The recommended Resorts and the activities already identified as not being accessible in these Resorts can be indicated on request by the Agency and by phone. It is necessary to point out to carriers and other transport providers the need for special assistance, at least 72 hours before departure, in order to set up appropriate support. People who require assistance (due to illness, physical or mental disability) may be advised against or refused the booking of a flight by the airline or Club Med® under the conditions provided for in the above-mentioned regulation. Club Med® will not be responsible for any G.M® denied boarding who had not correctly reported their assistance requirements when booking. The airline and Club Med® may also require the presence of a person who will be able to accompany them during their transport, and their stay, depending on the support and assistance that their state of health requires and which they would need to ensure the smooth running of their stay, the GO® and / or GE® Club Med® are not able to provide assistance and / or individualized assistance.

Only assistance dogs recognized as necessary (with proof issued by a competent authority recognised by Club Med® such as a Disability Card and a contract for the provision of the dog) can be admitted subject to (i) their acceptance by the airlines during the journey and that no quarantine is imposed by the host country, and (ii) that the Club Med® has been duly informed beforehand that the assistance dog will be accompanying the G.M®.

1.4 Great Members Program

The reservation of a Package automatically entitles the G.M® to benefit from the Club Med "Great Members" loyalty program, the conditions of which are available on the Club Med® website by clicking on the "Great Members" link or via the url https://www.clubmed.ch/great-members.

2. How to calculate the price of your holiday

2.1. Package price

Packages are customizable products whose final composition depends on the GM^{\bullet} 's specific requests with respect to several variable criteria such as the date of reservation, the date of the beginning of the stay, the length of stay, the type of accommodation chosen (Club room, Deluxe, Suite, Villas,

Apartments-Chalets etc. according to the categories available in Resort), the type of transport (Club Med flight, Regular flight on Club Med booking classes or not, standard flight, etc.), the age of the GM®, as well as the addition, if necessary, of options (golf course, Petit Club Med®, etc.). Each criterion corresponds to one or more prices, the sum of which constitutes "the total amount of the package price". For the exact price in effect corresponding to the configuration of their Package, the G.M® is invited to contact their Agency or visit the website www.clubmed.ch. In any case, the price of the package must be confirmed prior to booking.

Taking an option on a holiday guarantees availability, but in no case guarantees the final price.

Where a tourist tax has been introduced by the competent public authority, payment is obligatory. Whether a tax is included in the Package price or not caries according to the individual Resort. When the tax is payable locally, in addition to the price of the Package, this information is given to the G.M® on the sales contract.

In accordance with article 4.2.1 below, the price of the Package may be revised if the amount of the tourist tax is changed.

Club Med® reserves the right to claim from the G.M® the payment of any revised tourist tax that might be instituted by decision of the municipality or any other competent administrative authority after the date of booking of the Package. In such a case, the G.M® will be informed by all possible means and agrees to pay the Resort the payment of the relevant tax.

Any booking, including air services, entails the payment of variable taxes related to the transport. They are included in the price and are subject to change. The extra cost to the G.M. which may result from a modification of the said charges occurs under the conditions specified in article 4.2.1 below.

Club Med® reserves the right to demand payment of any tourist tax from the G.M®, which may be implemented by the local municipality or any other competent administrative authority after the date of booking of the Package. In such a case, the G.M®, having been informed by Club Med® by any normal means, will undertake to pay the tax on site at the Resort.

In accordance with Article 4.2.1 below, the price of the Package may be revised in the event of a change in the amount of any tourist tax.

2.2. Price reductions and promotional offers

Price reductions or special offers, such as any price reduction or promotional offer otherwise offered by Club Med®, are non-retroactive and cannot be combined with one another unless otherwise stated. In this regard, it is specified that the promotional offers of Club Med® are first of all subject to the special conditions of the offer and then to these General Terms and Conditions of Sale. They do not apply to G.M® who have already booked their Package on or before the date of the offer. Club Med® reserves the right to cancel all or part of any price reductions or discount offers.

3. How to pay for your holidays

Any G.M® purchasing a Package must have the ability to contract, that is to say, be at least 18 years old, legally able to contract and not be under guardianship or trusteeship. He/ she guarantees the truth of the information provided by them or any other member of his family with respect to the contract.

A deposit representing 30% of the total price of the Package is required for all reservations made more than 45 days before the scheduled date of departure (departure date not included). In case of a

Package with a low-cost flight, the deposit is 30% of the total amount of the Package excluding transport + 100% of the total price of transport. The balance must be paid without the need for any reminder from Club Med®, at least 45 days before the scheduled departure date. For bookings within 45 days of departure, the full amount of the package price is due immediately. Exceptionally, the full amount of the Package will be required of G.M® residents outside Switzerland, regardless of the date of their reservation.

The means of payment accepted by Club Med® are indicated to in the Agency, available by telephone or on the Internet. Cash is only accepted in settlement of the price of the Package when paying at an Agency. Club Med® accepts Gift Vouchers, Gift Certificates, and all commercial gestures issued by Club Med® in Switzerland, as well as some holiday vouchers (please inquire about validity at the point of sale).

Concerning reservations by phone, Club Med® reserves the right to accept payment of the price of the Package, within 45 days of departure, only by bank cards to the exclusion of any other means of payment.

The credit card also allows the G.M[®] to pay the deposit fee as above, and to opt, without any other formality, for the automatic payment of the balance of the Package on the due date.

If Club Med® fails to receive the payment of the Package price on time, Club Med® will not be required to maintain the availability of the Package. Late payment will be considered as a cancellation by the G.M® for which the cancellation penalties provided for in article 4.1.2 will be applied. The date chosen to determine the amount of these penalties will be the date of mailing of the letter from Club Med® (or any other means of communication that allows acknowledgement of receipt) notifying the G.M® of the effective cancellation of the Package due to non-payment. The G.M® will pay any penalties incurred without delay, it being specified that the sums paid in respect of the deposit will be retained by Club Med® and will be deducted from the penalties due. In the event of non-compliance by the GM® of the payment deadlines indicated above, Club Med® reserves the right to recover the sums in question by any means and to enter the GM® concerned on its "incident list" file.

Without prejudice to the above, each G.M® registered under the Unit accommodation, including accommodation in Villa /Apartment-Chalet (as defined in Chapter 1.3), shall be jointly and severally liable to Club Med® for settlement of the cost of the accommodation which remains due in respect of the said dwelling but also, where applicable, the amount of the cancellation payment in the event of partial or total termination of the conditions set out in Chapter 4.

It is also specified that the reservation of a dwelling and, in any case, a Unit accommodation, one G.M® may be deemed to be acting on behalf of the other G.M® under a mandate given by the latter and authorizing it to supply Club Med® with the names of each G.M® concerned and required for their registration and stay at the resort (in particular to allow the identification of all G.M® "Accompanying persons"). Club Med® cannot be held responsible by G.M® for unauthorized disclosure of information describing them on sales and / or travel documents drawn up from time to time during their stay.

4. Modification, cancellation and / or termination:

For the purposes of this chapter, the terms "termination" and "termination indemnities" have the same meaning respectively as "cancellation" and "penalties". G.M® does not benefit from the rights of withdrawal.

Last-minute offers ("ODM"), offered exclusively on the website <u>www.clubmed.ch</u>, are subject to specific modification and cancellation conditions available on the website.

4.1. Because of the G.M®

4.1.1. Changes requested by the G.M®

Without prejudice to the fact that full payment of the Package is due before departure, the GM® may change the registration conditions free of charge, subject to the following availability and cumulative conditions: (I) no change is possible regarding the spelling of his / her name (or that of the participants registered on the same reservation file) and, (II) no change of date of departure and return as well as pre and / or post-routing and, (III) no change of the destination and supplementary options and, (IV) no change of the stay or travel, except a possible increase in the number of persons concerned and / or a request for additional benefits (for example: courses or child supervision) or a request for higher benefits (for example: upgrading of accommodation, transport, etc.). The GM® may also change their departure date or destination free of charge, more than 14 days before the departure date, provided that the new departure date chosen is not more than 7 days before or no later than 7 days after the date initially planned and that the stay package thus modified is of a value inclusive of tax that is at least equal to the value inclusive of the Stay Package initially subscribed to. This option is valid subject to availability and does not include the Discovery Tours by Club Med® and the Stay Packages with transportation using scheduled flight and standard flight. Any modification request made by the G.M® is presumed to be accepted by all G.M® registered in the file.

If any of these conditions are not met, a change fee will be invoiced to the G.M® under the following scale, and a new Contract will be established:

Date of change (Date of departure not included)	180 days and more before departure	179 to 45 days before departure	44 to 30 days before departure	29 to 8 days before departure	7 days or less before departure		
Costs of change per person if without transport or on a Club Med charter flight	CHF 50	CHF 125	30%*	>50%*	90%*		
Costs of change per person if transport on regular scheduled flight	CHF 50	CHF 125	30%*	50%*	90%*		
	+ 100% of any costs re-invoiced by the airline*						
Costs of change per person if transport on low cost flight	CHF 50	CHF125	30%**	50%**	90%**		
	+ 100% of the total price of the transport (1)						

^{*} of the total price of the Package. ** of the total price of the Package excluding transport

(1) If this percentage were to decrease (due to a decision by the airline), the G.M will be informed, and the new percentage applied.

In the event of cancellation of a service with supplement (for example Spa treatments, sports courses etc.), these penalties also apply to the price of the service concerned.

Package booked with a "Happy First" offer

Packages booked with the "Happy First" offer

In the event of a change to a Resort or Villa / Apartment-Chalet and / or date of departure / return, the G.M® will be able to benefit from the "Happy First" offer if it is still applicable on the date of amendment of the Contract (see conditions of the offer).

4.1.2. Termination by reason of the G.M®

4.1.2.1 Terms of cancellation for accommodation

In the event of the cancellation of the Package by all G.M® registered in an accommodation unit, or by a G.M® registered as the main booker of the Accommodation, Club Med® will reimburse the sums paid, net of amounts withheld as termination fees under the following scale:

Date of change	180 days and	179 to 45 days	44 to 30 days before	29 to 8 days before	7 days or less			
(Date of	more before	before	departure	departure	before			
departure not	departure	departure			departure			
included)								
Costs of change			}					
per person if	CHF 50	CHF 125	30%*	50%*	90%*			
without transport or on				3070				
a Club Med								
charter flight		The state of the s	Andrew Control					
Costs of change								
per person if transport on	CHF 50	CHF 125	30%*	50%*	90%*			
regular		\		0070				
scheduled		'	<u> </u>					
flights	+ 100% of any costs re-invoiced by the airline							
Costs of change			NT.					
per person if								
transport on	CHF 50	CHF125	30%**	50%**	90%**			
low cost flight								
	+ 100% of the tot	+ 100% of the total price of the transport (1)						

^{*} of the total price of the Package. ** of the total price of the Package excluding transport

(1) If this percentage were to decrease (due to a decision by the airline), the G.M will be informed, and the new percentage applied.

Cancellation requests must be notified to Club Med® by registered letter addressed to the point of sale or, in case of reservations made by telephone or the internet, etc., to Club Med - Back Office Commercial CP 128 - 1211 Geneva 13, and include, in any event, a copy of the Contract and, where appropriate, information provided under the "Pre- and post-routing". The date used to define the cancellation indemnities due under the foregoing provisions will be the date of issue of the Registered Letter, the date of the postmark being taken as proof. In the event of cancellation on behalf of a third party, the written authorization of the person concerned is mandatory and must be attached to the

cancellation request even if the reservation was made on behalf of the third party concerned. Any refunds relating thereto will be sent to the original payer unless the latter provides for an alternative recipient in writing.

4.1.2.2 Specific conditions for partial cancellation of single accommodations

Without prejudice to the abovementioned clauses, in the event of termination by a GM® of a registered accommodation unit, those GM® remaining registered will (I), subject to availability, the number of bedrooms required (if possible in single rooms) at the price conditions of the new accommodation, the termination indemnities referred to in 4.1.2.1 then being applicable to the Package(s) terminated, or (II) may stay in the accommodation initially reserved by payment by the GM® that is cancelling their Package of a termination indemnity of 100% of the total amount of the price of the Package regardless of the date when cancellation was notified to Club Med.

In the event that the remaining $G.M^{\circ}$ (s) refuse the accommodation proposed by Club Med° in application of the provisions mentioned above in (I) and / or will not accept to stay in the accommodation initially reserved, the termination penalties provided for in 4.1.2.1 would then be applied.

Club Med® offers GM®s the opportunity to take out optional insurance called Club Med Ecran Total® which extends coverage to other risks (such as illness, accident, occupational risks, death) covering down payments and any other amount due. to Club Med® for the reservation of the Package. This subscription must be made on the day of purchase of the stay, or at the latest the day before the day of application of the penalties provided for in the cancellation scale of our T & Cs. In any event, it is up to the beneficiary GM® to notify AXA Assistance by telephone on: +41 (0) 4 35 88 13 85 within 2 working days from the moment it becomes aware of the incident (concerns luggage, loss, theft, damaged) and within 5 working days following the date of occurrence of the event. In the event of a late declaration, only the cancellation fees payable on the date of the occurrence of the event will be covered by the insurance. The travel insurance premium is never reimbursed, even partially, regardless of the date on which the cancellation occurs, nor transferable to a third party. Optional insurance is also offered for the Villas and Apartments-Chalets Packages. In the event of cancellation, the total Screen insurance premium remains due.

4.1.3. Assignment of the Contract

The GM® may assign its Contract if the Assignee undertakes the same conditions as him/ her to carry out the Package (including, in particular, the same Package, the same type of accommodation, the same number of people and passengers concerned, children in the same age group, etc.). In this case, the GM® ceding the Package must inform his/ her point of sale by any appropriate means involving acknowledgement of receipt (e.g. .Registered Letter, e-mail etc.) no later than 7 days before the start of the package concerned, excluding departure date, including details such as the surname, first name, address of the assignee and the participants in the Package and warranting that they will strictly fulfil the same conditions as him/ her in terms of the said Package. A new Contract will be established in the name of the new assigned G.M®. The insurance contract(s) are personal and cannot be transferred.

The assignment of the Contract entails a transfer fee payable jointly to Club Med® by the G.M® ceding and the G.M® being assigned the contract:

• Fees applicable to all packages:

- Transfer processing fee: CHF 50.- per person;

• For Packages with transport:

In addition to the costs of CHF 50.- due in any case as part of an assignment. These include additional and specific costs incurred by the transfer, such as, but not limited to, the cost of issuing a new air ticket which will be jointly and severally payable by the transferor and the transferee. These costs vary according to the carrier and will depend on different factors (date of the transfer, etc.) and cannot be reasonably given in advance and will therefore be communicated to G.M® on the day of the request for the transfer. It is specified that the transfer of a Package including a transport on regular flight entails the cancellation of the nominative transport ticket and that it will require a submission to enable the issue of a new ticket subject to availability on the flight. This availability may or may not be accompanied by surcharges (the application or not of this supplement depends on the rate category of available seats in relation to the fare class subscribed under the Initial Package). In addition, in the case of air travel, if the travel ticket(s) has/ have already been issued, it/ they will not be refundable or exchangeable by the airline(s) and therefore the termination will be treated like a cancellation that will generate the liability for payment by the customer of the penalties provided for in article 4.rrig

Without prejudice to the foregoing, no transfer may be made for a reservation made in respect of the unit accommodation without the prior written consent of the other GM®s remaining registered under the accommodation unit concerned, their authorization in this case must be attached to the transfer request.

Finally, in the case of the sale of a Package benefiting from a "Happy First" reduction, the said reduction is transferable to the transferee, provided that the conditions of the Package are not changed.

4.1.4. Consequences of non-compliance with the aforementioned transfer conditions

Club Med® may deny access to the Package at Resort, Circuit, Resort & Discovery, Villa, Apartment Chalet or Cruises as covered by the said Package or make the customer pay the price of the package in its entirety, even if the Package has been paid by the transferor in whole or in part.

4.2. Due to Club Med®

4.2.1. Modifications to the Package and the price due to Club Med® before departure

Club Med® may, on its own initiative or for reasons beyond its control, make changes to the information contained in its Brochures (e.g. modifications to the initially planned programmes). When these changes substantially affect a fundamental element of the Package, Club Med® will inform the G.M®.

• Modifications of the package

The services, the activities, the content of the Cruises and Circuits, as well as the order of stops / stages can be modified or cancelled without notice due to certain local requirements or climatic conditions binding on Club Med® (for example sports during the monsoon period). In addition, the Tours may be doubled on certain dates, with the various stages reversed or staggered, however the completeness of the visits will be respected. As the Brochures are printed well in advance, the opening and closing dates of the Resorts as well as some of the services offered may be subject to change (for example: the number of restaurants and bars open may be modified, the beach restaurants or specialties may be closed, and the proposed sports activities may be modified and / or adapted to the capacity of the Resort). The indicated departure day of the planes may be modified, resulting in a change in price. The services / services included in the Brochures and sold at an extra charge upon booking and / or on site

may also be modified and / or cancelled without notice depending on certain local requirements or climatic conditions that may be imposed on Club Med®. Club Med® cannot be held responsible for these situations.

Price change and / or correction of a material price error

Club Med® expressly reserves the right, including for any G.M® already registered, to revise prices up or down to consider variations in:

- the cost of transport, linked in particular to the cost of fuel;
- fees and taxes relating to the services offered, such as landing fees, embarkation / disembarkation fees at ports and airports (including stopover fees for Club Med 2 Cruises), taxes on civil aviation (so-called solidarity tax), or tourist taxes;
- the exchange rates applied to the particular Package.

The G.M® will be entitled under the same conditions (taking into account the same indices) to a price reduction.

The prices mentioned in the Brochures are based on economic and fiscal data (including, for the relevant Packages, the US dollar rate for the following countries: Australia, Bahamas, Cambodia, Egypt, United States, Guatemala, Mauritius, India, Indonesia, Mexico, Nepal, Sri Lanka, Thailand and Vietnam) in force at the time of their publication. The prices mentioned in all the communication media sent and published by Club Med Switzerland (paper mail, e-mail advertising, banners etc.) are valid on the day of the publication and/ or the date of the placing on line of the communication. The prices communicated in these communication media are indicative and Club Med reserves the right at any time to modify and adjust them.

In the event of a variation of any of the elements thus defined, Club Med® will be able to pass on this variation in full to the total price of the Package (it being understood that the variation in the exchange rate is assessed only on services invoiced to Club Med® in the relevant currency). For those G.M® already booked, no price changes can be made during the 20 days preceding the scheduled departure date.

Club Med® also reserves the right to correct the price of the Package indicated to the G.M® when booking in the case of an obvious hardware error, resulting in particular from a computer virus, that is not directly attributable to them.

Consequences of package and price changes

In the event of any substantial modification of the Package and / or the price (and not due to a correction of an error in the material price) under the conditions defined above, Club Med® agrees to notify the GM® by any written means that allow acknowledgement of receipt (e.g. Registered Letter, email, fax) as soon as possible and, at the latest, 45 days before the scheduled departure date in the event of a change in price (not due to a correction of an error in the material price). In this regard, a substantial price increase shall be defined as greater than 10% of the price appearing on the Sales Contract. The G.M® will then have the possibility, in case of substantial change to:

- either cancel their Contract and obtain, without having to pay any compensation to Club Med®, the reimbursement of all sums paid within 14 (fourteen) days following the resolution of the Sales Contract;
- accept the modification of the package and / or price offered by Club Med®. In this case, an amendment to the Contract specifying the modifications made will be issued.

The cancellation or acceptance of the change must be notified to Club Med® by any written means that allow acknowledgement of receipt (registered letter, fax, email etc.) within 7 days from receipt by the GM® of the information about the change.

4.2.2. Terminations (or Cancellations) solely due to Club Med®

If, before departure, Club Med® has to completely cancel the Package chosen by G.M®, an alternative will be proposed to the latter, according to the availability and benefits of the substitution. The cancellation of the Package as well as the new Package(s) proposed as a replacement will be notified to the GM® by any written means that allows acknowledgement of receipt (e.g. registered letter, email, fax etc.) as soon as possible after the occurrence of the causes justifying the cancellation of the holiday concerned.

The date chosen to mark the date of cancellation of the Package will be the date of the issue of the Registered Letter, mail, fax etc to the GM®, the postmark for the registered letter being the proof. If the GM® does not inform Club Med® of their choice to accept the substitution package by any written means that allows acknowledgement of receipt (e.g. registered letter, fax, email etc.) within 7 days after the date of receipt of the Club Med® notification, the GM® will obtain, in this case, the reimbursement of all the sums paid, and will receive in the event of damage suffered as compensation, at most an amount equal to the termination indemnity that he/ she would have incurred if the termination had occurred at that date, with the exception of cases of force majeure, beyond the control of Club Med®. In the event that the GM® opts for the Replacement Package, no compensation will be due, and if the price of the Replacement Package is lower than the price of the previously booked Package, the difference will be deducted or refunded according to the payment status of the balance. If the price of the Replacement Package is higher, the difference will need to be paid by the G.M® to Club Med®.

4.2.3 Termination (or Cancellations) due to a minimum number of participants

If, prior to departure, Club Med® has to terminate the Package chosen by the GM® because of a number of people booked being below the minimum number (e.g. the Discover By Club Med® products), the GM® will be notified. If the trip is longer than six (6) days, a notice will be sent no later than twenty (20) days before the start of the package. If the trip is two (2) to six (6) days, the notification will be sent no later than seven (7) days prior to the start of the package. Finally, if the trip is a maximum of two (2) days, the notification will be sent no later than 48 hours before the start of the package. In this case, the G.M® will obtain a refund of all the sums paid.

5. Children

5.1. Booking a Child Package (under 18 years old)

A minor child must be accompanied by a responsible adult who will be responsible for his/ her care throughout the duration of the Package. If the accompanying person is a person other than one of the parents of the minor (or the legal representative with custody rights) or is one of the parents alone (in the event of a divorce or separation), the Accompanying person must obtain in the name of the minor concerned a written authorization from the father, the mother or the legal representative of the minor specifying the conditions under which the accompanying person will take responsibility for the minor concerned during the duration of the Package; this authorization must be made using the Club Med® form provided for this purpose and available at Club Med® points of sale and must include any visa and vaccination certificate(s) that may be required by the country of destination. In the event that a minor child travels without one of his/ her legal representatives, this must be communicated to Club

Med® at the time of booking, and the GM® contact details must include who is responsible for the minor on site and the contact details the minor child (if appropriate) to establish a swift contact if necessary.

All of the aforementioned documents must be submitted at the time of booking; otherwise, Club Med® reserves the right to refuse the registration of the minor concerned. Club Med® also reserves the right to verify the accuracy of the information contained on said documents and to cancel, as the case may be, automatically and without any prior formality, the Package in question, should the information be incorrect, this termination being deemed to be the result of GM® (see section 4.1.2.) without prejudice to any claim to damages by Club Med®. In addition, the cancellation of the Accompanying Person's Package automatically entails, and without prior formality, the termination of the Minor's Package.

5.2. Registration with Club Med® childcare structures

Regarding the practical arrangements for registration and reception with childcare structures (Baby Club Med®, Petit Club Med®, Mini Club Med®) and for teenagers (Junior Club Med and Club Med Passworld®), inquires can be made with the Agency or visit the website www.clubmed.ch. The Baby Club Med® and the Petit Club Med® have a limited number of places, not only by age category (e.g. "2 to 3 years" for the Petit Club Med®), but also by age group (example for the Petit Club Med®: "2 years" and "3 years").

Registration with one of these structures may be refused if the quota for the age bracket of the child to be registered has already been reached. Club Med® will only be able to enrol a child in one of the aforementioned structures provided that the latter is of the required age on the day of departure.

Children and adolescents remain under the full responsibility of their carer, outside the activities organized within the framework of the supervised structures. In the Resorts with Club Med Passworld® and in some Resorts with Junior Club Med, Club Med® offers exclusive spaces dedicated to teenagers, free to all, but it is recalled that each teenager remains under the full responsibility of his or her accompanying adult(s).

Finally, some Resorts do not accept children under 2 years old (or under 4 months in some Resorts), children under 8 (Club Med 2, Cefalu Resort, Sicily) or minors under 18 years old (Resorts for adults).

To know precisely the children's clubs proposed by a Resort, whether included in the basic Package or with payment of a supplement, refer to the page "Our Resorts under the magnifying glass". The pictogram "Resort with child supervision" appearing as appropriate on the page presenting a Resort, means only that the Resort proposes some sort of children's activities but does not specify the exact nature of the activities.

In some Resorts, Club Med® may offer the "Pyjamas Club®" service, which allows supervision of children of G.M® in the evening by G.O® Baby Club Med® or Petit Club Med®, at rates, times and limits defined in the Resort.

Some of the aforementioned services are not included in the package (except exception and / or special offer), are subject to availability and to reservation and payment locally on the Resort at the price and settlement conditions defined in the Resort. In some Resorts, Club Med® will be able on request to communicate the details of independent babysitting services, for the parents to contact directly. Club Med® is not responsible for these services that are provided by third parties under their sole responsibility.

6. Formalities

6.1. Customs' formalities

To travel safely and smoothly, correct and valid administrative documents are essential, and all additional formalities must be completed by the G.M® under their responsibility and at their own expense. In no event can Club Med® replace the individual responsibility of the GM® who must take care of checking and obtaining all the necessary formalities required before departure (including ensuring that passports are in principle still valid 6 months after the date of return from the trip, visas, ESTA forms for travel to or in transit through the United States, valid health certificate, vaccines etc.) and for the duration of the trip.

Failure to comply with the formalities, the non-presentation by a G.M® of administrative documents in good standing, regardless of reason, resulting in delay, denial of boarding or the prohibition against entering a foreign territory, remain under the sole responsibility of the individual G.M®, and Club Med® will not reimburse or replace the service.

All information relating to these documents and formalities are available from the competent diplomatic service of the countries of departure, transit, if any, and destination, whose contact details are available from our agencies / points of sale.

Information concerning Swiss nationals is indicated in the table of formalities under "Health and customs formalities" on the website www.clubmed.ch. Club Med® also provides, at its points of sale, updated information from the various consulates (or embassies) of its destination countries (i.e. country of departure and destination). arrival, transit and stopover and their respective contact details.

Swiss minors must have their own valid administrative documents: national identity card, passport or visa, valid ESTA form according to the countries of transit, where applicable, and destination. The family record book does not constitute an identity document authorizing exit from the territory of Switzerland; however, we strongly recommend that you provide any unaccompanied minor with a copy of his/ her family book.

Club Med® is available for G.M® nationals of member countries of the European Union or the European Economic Area to provide them with customs and border information that may be useful prior to their reservation. Some requests may require longer processing time. It is strongly recommended that customers consult the consulate or embassy of the countries of destination to confirm the required travel documentation required.

6.2. Health formalities - health

Vaccinations - health: G.M® are requested to comply with the health formalities mentioned under the headings "Health" and "Health and customs formalities" on the website www.clubmed.ch. Club Med also advises that G.M® consult the sites:

https://www.gov.uk/foreign-travel-advice or https://travelhealthpro.org.uk/countries

https://www.dfae.admin.ch/eda/fr/dfae/representations-et-conseils-aux-voyageurs/conseils-voyageurs/conseils-voyageurs-en-bref.html

DURING YOUR STAY

7. Payment of on-site expenses

7.1. How to pay on the spot expenses?

The GM® will settle their own bar expenses (only those not included in their "Bar & Snacking included" Package) by means of a Club Med® card with a magnetic strip as a "Club Med Pass" card, details of which are specified in the Resort, or with an International Bank Card. Other expenses (shop, wellness care, etc.) will, depending on the case, be payable with the "Club Med Pass" card and / or failing this in local currency when payment of this kind is authorized. Finally, other services called hotel services such as laundry, some Internet access, are available subject to the payment of a supplement and booked directly at the Resort and / or concierge, subject to availability and the price conditions applicable on the specific site.

For activities organized by outside providers not affiliated with Club Med® (within or outside the Resort), booked and / or paid locally by the GM®, these activities do not form part of the Package and are therefore the sole responsibility of these providers.

Before leaving, each G.M® must pay his or her account showing all the expenses made during their stay and paid using the card / bracelet "Club Med Pass". This balance must be paid in local currency or by international credit card.

In the event of non-payment of expenses incurred by a GM® through a Club Med Pass card or other methods, Club Med® reserves the right to debit the total amount of these expenses from the credit card used by the GM® at the time of booking. The foregoing is without prejudice to Club Med®'s right to list the G.M® on their "incident list" file.

In some Resorts, a "Easy Check out" service is offered allowing for automatic billing of all of Resort expenses after the GM's departure. The G.M® can decide to subscribe to this service from their personal space on the website www.clubmed.ch before their departure or on site in the Resort. The amount of the expenses will be debited from the bank card that has been registered at the time of the booking of the service and the opening of the "Club Med Pass®" account.

7.2. Local sales of vacation packages and extensions

Any purchase of a Package, any extension of a stay and / or any change of accommodation made directly on the spot in the Resort/Resort will be subject to the tariff (s) applicable (s) at the time. The applicable sales conditions will be those applicable on the spot for any purchase of a Package and those which appeared on the initial contract of sale in case of extension of a Package or change of housing to a higher category. Any package (including extended stay and / or change of accommodation to a superior category) purchased on site must be paid in full on the day of booking. Any change from to a lower category accommodation will not result in a refund.

7.3. Discovery Products

These are the excursions, sports and leisure activities offered by the Discovery Space in the Resort.

Discovery products sold on site in the Resort are not included in the price of the Package, and must be booked and paid locally in local currency at the Discovery Space in the Resort or as indicated by the Discovery Space in terms of their organization, registration (minimum size or maximum of the required group), modification, cancellation and / or how cancellations are made known to the G.M® in Resort,

it being specified that excursions, sports and organized leisure activities by an external service provider are the exclusive responsibility of the provider.

Excursions, sporting or leisure activities can also be offered as soon as the stay is booked in some Resorts.

The price is to be paid by the G.M® in addition to the Package rate. The conditions of sale are those applicable to the Package hereunder (in particular with respect to the conditions of cancellation, modification and withdrawal), except for any special conditions. The conditions for the excursions (date, time ...) are specified in Resort.

8. Withdrawl during the Package

Interruption of the Package and / or the waiver of certain services included in the Package or paid in addition to the price of the Package when booking (such as lift passes, ski lessons, training courses, the Baby Club Med®, the Petit Club Med®, the package 2 excursions, etc.) cannot give rise to a request for refund or the benefit of a credit of any kind. A certificate of premature departure from the Resort as well as a certificate attesting the waiver of the G.M® to any of the aforementioned services can in no way be considered as a repayment agreement for any reason whatsoever.

9. Modification of the Club Med® Package

9.1 Modification of the Package due to Club Med

In the event that, after departure, Club Med® is unable to perform one or more essential elements of the Contract, it undertakes to do its utmost to offer the GM® benefits to replace those originally planned and to fully cover any additional cost of these new services.

If the new services were of a lower cost than those originally planned and paid by the G.M®, the price difference will be fully refunded upon their return.

The G.M® is only able to refuse any substitute proposed to them under the conditions set out for any valid reasons. In the event that Club Med® is not be able to offer a replacement or if the G.M® was able to refuse the replacement for valid reasons, they will be offered, at no extra cost, tickets to return under equivalent conditions to their place of departure or to other premises agreed in advance by mutual agreement between Club Med® and the G.M®.

9.2 Non-compliance of the Contract

When a non-compliance is noted on the spot in the Resort, the G.M® is obliged to report the instance, as soon as possible, to the Resort management indicated on the G.M® sales contract.

However, Club Med® cannot be held responsible for non-conformities attributable to the G.M®, to a third party outside the scope of supply of a service included in the Package or due to exceptional and unavoidable circumstances.

9.3 Difficulties encountered on site by G.M®

The traveller can in case of difficulty on the spot ask for help at the reception of the Resort or any other contact that is specified on their contract of sale.

10. Valuables

During your stay, do not leave valuables, identity papers or jewellery unattended in your accommodation.

Club Med® cannot be held responsible for stolen valuables and jewels that are not deposited in the safe of the accommodation or in the main safe of the Resort. In case of theft of these objects, unless proven due to the fault of Club Med®, Club Med® insurance can only intervene only in case of a breakin. It is up to the G.M® to file a complaint on the spot with the local authorities in these circumstances. Under no circumstances should the aforementioned objects be placed in the lockers made available within the Resort, whether they are lockable or not.

11. Photos

As part of their stay, any G.M® (adult or minor) is likely to be photographed (said photos representing him or her may be purchased as souvenirs) or filmed for entertainment or promotion purposes in the Resort.

Any reproduction or diffusion of these image in Resort will be for a short time only. Any film or photo thus produced will no longer be broadcast and / or reproduced in the Resort upon departure and will be destroyed. Any G.M® not wishing to be photographed or filmed under these conditions during his / her stay must inform Club Med® beforehand and in writing.

OTHER PROVISIONS

12. Liability

Within the limits of what is authorized, the liability of Club Med® is limited in its magnitude to twice the price of the Package and only relates to any direct damages.

Under no circumstances may Club Med® be held responsible for circumstances of force majeure (still referred to as "exceptional and unavoidable circumstances") such as in particular war, attacks, riots, epidemics, pandemics, cyclones, revolutions, nuclear disasters, natural climatic events such as cyclones, tsunami, cloud or fog, sandstorms, or other disturbance) and / or for reasons related to maintaining the safety of travellers, and / or any injunction of a competent administrative authority: in this case, Club Med reserves the right to modify the dates, times or routes planned if it considers that the safety of travellers requires this, because of third parties not involved in providing the services specified in the Contract or improper performance of the Contract attributable to the GM®. It is noted that in Resorts "Winter Sports Destinations", Club Med® cannot be held responsible in case of closure of the ski area due to exceptional and unavoidable circumstances, in this case therefore, the GM® cannot claim a reduction or compensation. It is also specified that the services (sports activities, excursions, etc.), the pre and post-routing, as well as any other activity delivered by an external provider taken at the sole initiative of the GM®, or purchased locally as a supplement to the Package, or for the Discovery Area, in any case falls under the exclusive responsibility of the external service providers in charge of their organization. The responsibility of Club Med® cannot therefore be sought in these circumstances.

The WI-FI service is subject to the acceptance of the general conditions of use of this service.

If Club Med® is held liable, it will be limited by that of its own service providers by the application of international conventions, specifically for air transport, the Warsaw and Montreal conventions. In other cases, the responsibility of Club Med® can in any case not exceed more than three times the total price of the Package (this limitation does not apply to bodily injury or damage caused intentionally or negligently).

Since the concept of civil liability (accident, incident, theft) varies from country to country according to legislation, Club Med® strongly recommends that the G.M® covers themselves through personal insurance. Club Med® also recommends that they not leave valuables, cash, jewellery, cameras, video cameras, keys or identification papers in their luggage, and advises them in all cases to use waterproof and lockable luggage.

If it is impossible for Club Med® to provide for the return of the GM® as provided for in the Contract, due to exceptional and unavoidable reasons, the costs of any necessary accommodation (which will take place in the resort as a priority) will be covered by Club Med® within the limit of 3 (three) nights extra stay.

This limitation does not apply to PRMs (persons with reduced mobility), accompanying persons, pregnant women, unaccompanied minors or persons requiring specific medical assistance, provided that Club Med® has been notified of their special needs at least 48 hours before the start of the package.

In the absence of exceptional and unavoidable circumstances, these costs may be, within the limits laid down, borne by the airline company as appropriate.

In the event of any offending behaviour of a GM®, and without prejudice to the remedies that Club Med® may exercise in compensation for any damage suffered, Club Med® reserves the right to take all useful measures with regard to the offender and in particular his/ her exclusion from the Resort and their inscription on the "incident" list in accordance with the provisions of the law.

Such registration will imply the loss, if any, of any benefits that may have been accumulated by the G.M® and, if applicable, the cancellation of all Packages already booked in the future. Any cancellation being considered as a cancellation due to the G.M®.

13. Claims

Any complaints relating to the Package should be sent using a method that acknowledges receipt within 30 days after the end of the Package via the Internet, by completing the form made available to clients under the heading "Contact" on our website www.clubmed.ch.

After having approached the Customer Relations Service and, in the absence of a mutually satisfactory response within a reasonable time, the GM® may refer the matter to the Ombudsman of the Swiss Travel Branch (PO Box - 8038 Zürich), the details of which are available on the website. : www.ombudsman-touristik.ch.

Claims involving the Club Med® damage or liability insurance must be declared in writing to the Resort before the departure from the Resort, to the responsible person in charge of the Tour, if applicable, or to the carrier if the dispute occurs during return trip transportation organized by Club Med®.

Without prejudice to the foregoing, it is recalled that these claims should be addressed directly to the insurance broker MARSH - Ariane Tower - La Défense 9 - 92088 Paris La Defense Cedex - France.

For the smooth running of your trip and to rapidly report any difficulty or non-compliance of services, you will find contact details for local assistance specified in your travel contract or in your travel journal for those travelling with "Tailor Med" services.

14. Personal data

At the first Club Med® registration, a GM® number is assigned, that is attributed collectively to all members of a household (up to two adults with a marital or similar relationship, declaring that they live together at the same address in Switzerland with their respective minor children) or, failing that, personal. This number will be required to access G.M® registration and personal information.

Therefore, it is the responsibility of the GM® to maintain the confidentiality of this number or to request the creation of a new personal number in the event of a change in their family situation, Club Med® cannot be held liable for damages resulting from a disclosure or a use of this number which is not attributable to it.

Upon entering into the Agreement, GM® agrees to provide Club Med with personal data ("Data") necessary for their processing, in order to manage its business relationship with them on the basis of the performance of this Agreement and, on the legitimate interests of Club Med, to improve, optimize and personalize its services and tools (studies, deduplication, anonymisation, technical tests, etc.) and guarantees that they have obtained the consent of other GM® for the same purposes. For these purposes, the Data may be transferred to other entities of the Club Med® group, its business partners and service providers (transport companies, insurance companies, customs, subcontractors, financial institutions, technical subcontractors, etc.) located in and outside the European Union. For transfers to countries that do not provide an adequate level of protection, they will be carried out by means of appropriate safeguards (such as standard European Commission contract clauses) that the GM® may request from the indicated DPO address. below.

In addition, the G.M® is advised that, for security reasons, video surveillance systems may be installed in some Resorts/ Resorts in accordance with the applicable legislation.

The data are kept only for the time necessary for the purposes of their treatment.

Each GM® has personal rights of access, rectification, request to delete and / or transfer of its Data and, if there is a legitimate reason, a right to oppose their treatment and the right to define guidelines on the fate of their Data in case of death that can be exercised by the Club Med® Data Protection Officer (DPO) - Customer Relations Department, PO Box 128, 1211 Geneva 13 - enclosing a copy of a proof of identity at their written request. The representative in the European Union is: DPO Club Med® - Customer Relations Department - 11 rue de Cambrai 75019, Paris Cedex, France.

The refusal of a GM® to the collection, registration or transfer to third parties, including abroad, of the Data necessary for the sale or performance of the Contract and any related services would result in de facto the impossibility for Club Med® to provide all or part of the requested service.

Each G.M® is invited to consult the Club Med Data Protection Charter on www.clubmed.ch to obtain more complete information on the processing of their Data.

Any G.M., who reserves a Package for others, warrants to have their consent and to inform them of the characteristics of the treatment of their Data and their rights under this article.

15. Assistance

15.1. Assistance

Assistance is provided by EUROP ASSISTANCE and not by Club Med®. Any Club Med® booking, direct or through a travel agent, entitles the GM® to benefits from EUROP ASSISTANCE, which covers assistance to persons during their stay and travel (including during Club Med transport®) as well as during the personal journeys of GM® to get there or back, in accordance with and within the applicable conditions. These are available from Club Med and on its website. G.M® hereby agrees to them and agrees to respect in particular the obligations of refund, refund, subrogation and use stipulated therein. The assistance services concern the areas: Assistance to persons, Transport / repatriation, Return of accompanying persons, Presence hospitalization, Accommodation of a companion, Expenses of prolongation of stay at the hotel, Accompaniment of children, Complementary reimbursement of medical expenses, Advance on hospitalization expenses, Transport in the event of death, Liaison fees, Sending of medicines, Criminal guarantee and legal fees, and Transmission of urgent messages.

To enable EUROP ASSISTANCE to intervene, it is necessary:

- to make contact without delay with EUROP ASSISTANCE: Phone: +41 (0) 22 341 58 39; - to obtain the prior agreement of EUROP ASSISTANCE before taking any initiative or incurring any expense: - to provide all the elements relating to the contract subscribed; - to comply with the solutions recommended by EUROP ASSISTANCE; - provide all the original proof of the expenses for which reimbursement is requested. In case of misrepresentation, EUROP ASSISTANCE reserves the right to take all provisions relating to its respective obligations and, where appropriate, refuse to reimburse it or to re-invoice any expenses incurred.

15.2. Travel advice and information

By a simple phone call to the following number: +33 1 41 85 84 86, EUROP ASSISTANCE can put the Beneficiary in contact with a qualified consultant to answer all their questions on the regulatory and practical aspects of their trip (from Monday to Saturday from 9:00am to 18:00h, Central Europe time, except public holidays) including advice on:

- the medical precautions to take before embarking on the trip (vaccines, medicines ...);
- the conditions of travel (transport possibilities ...);
- the local living conditions (temperature, climate, food ...).

15.3. Data protection

All the information collected by EUROP ASSISTANCE FRANCE, 1, promenade de la Bonnette, 92633 Gennevilliers cedex - France, when subscribing to one of its services and / or when performing the services are necessary to fulfil their commitments that they take in your regard. In the absence of a response to the requested information, EUROP ASSISTANCE will be unable to provide you with the service you wish to subscribe to.

This information is only available to the EUROP ASSISTANCE FRANCE services relating to your contract and may be transmitted for the sole purpose of providing the service to EUROP ASSISTANCE FRANCE providers or partners.

EUROP ASSISTANCE FRANCE also reserves the right to use your personal data for quality monitoring purposes or statistical studies.

EUROP ASSISTANCE FRANCE may be required to share some of your data with the partners who initiated this assistance guarantee.

You have the right to access, modify, rectify and delete information concerning you by writing to: EUROP ASSISTANCE FRANCE - Customer Support Service - 1, promenade de la Bonnette, 92633 Gennevilliers cedex- France.

If for the purposes of carrying out the requested service, a transfer of information concerning you, is carried out outside the European Union, EUROP ASSISTANCE FRANCE will take contractual measures with the recipients to secure this transfer.

In addition, the Insured parties are informed that the telephone conversations that they will exchange with EUROP ASSISTANCE will be able to be recorded as part of the monitoring of the quality of the services and the training of personnel.

These recordings will be kept for a period of 2 months only. The Insured parties can indicate their opposition to recording by informing the EUROP ASSITANCE consultant.

16. Insurance

The following insurance guarantees are vested in G.M® from Generali Assurances. However, it is strongly recommended that the G.M® takes out additional insurance. For any claim related to insurance cover and any information, the G.M® may contact the insurance broker:

MARSH - Ariane Tower - Defense 9 - 92088 Paris Defense Cedex - France - Tel.: +33 (0) 820 90 00 79 - Fax: +33 1 41 34 59 04 or his/ her own insurer or personal insurance broker. In this respect, Club Med® offers the possibility of taking out additional insurance covering the risks incurred during your trip such as, but not limited to: cancellation, luggage, skiing, and medical expenses. For details of this offer, refer to the "Total Screen®" and "Ski Zero Souci®" optional insurance pages or inquire at your Agency.

16.1. Medical fees

If, by misfortune, you are the victim of an accident during your stay at Club Med®, you will be reimbursed for your medical, surgical and pharmaceutical expenses up to 500 euros. This guarantee only works in addition to, or in the absence of health insurance, a mutual insurance company or a private insurance company.

16.2. Accidental death

Capital: 3 000 euros.

16.3. Permanent disability resulting from an accident

Capital for 100% disability: 4 500 euros (reducible according to the rate of disability as determined by an expert). The cost of your stay (hotel, restaurant, Club Med® extension, taxi) cannot, under any circumstances, fall within the scope of the assistance or insurance clauses described in paragraphs 14 and 15.

17- Animals

Club Med® is sorry not to be able to accept pets from its G.M®. However, assistance dogs recognized as necessary (a certificate issued by the competent authority must be presented to Club Med by the person concerned) for people who are not self-sufficient may be admitted provided that (i) they are accepted by the airlines during the journey and that no quarantine is imposed by the host country (ii) and that Club Med has been duly informed at the time of booking. Persons accompanied by a recognized assistance dog must present their disability card and the dog contract to Club Med before the departure date. Club Med® reserves the right to request any additional documents to justify the need for an assistance dog, depending on changes in legislation or regulations. If the required documents are not presented, the travel contract will be considered cancelled by the G.M. at the start of the stay.

18. Illustrations

Club Med® makes every effort to provide photos and illustrations allowing the G.M® to have an overview of the services that are available. These photos and illustrations are intended to give an idea of types of services available, but cannot be deemed to engage in any contractual sense Club Med® beyond this illustrative objective.

SPECIAL CONDITIONS CLUB MED 2 CRUISES

The conditions for the exercise of activities related to the organisation and sale of journeys or packages are regulated in accordance with Articles L.211 ff. and R.211-1 of the French Tourism Code.

PREAMBLE

The sale of cruises is governed by the present Special Conditions which complete or modify the General Conditions of Sale. They define the conditions of sale for the services offered on board of the Club Med 2, in the agency, on the Internet and by telephone. They constitute all the information relating to the cruise programmes and services available and accessible on the website www.clubmed.ch. The purpose of all this information is to inform the G.M., prior to signing their Contract, of the content of the services offered relating to transport, the stay on board of the Club Med 2 ("ship") (in particular the main characteristics of the Ship, the location of the Cabins and their level of comfort, the various leisure activities and sports), the price and the terms of payment, the conditions of cancellation and modification of the Contract and the terms of border crossings. The conditions of maritime transport are governed by the passage contract appearing on the back of the ticket given to the G.M. under the conditions specified below in article 9. The characteristics of the trip/stay, the General Terms and Conditions of Sale, the present Special Conditions of Sale, the programme, the quotation and the offer of Club Med. are contractual as soon as the G.M. accepts the Sales Contract.

However, Club Med® expressly reserves the right to make changes to the information (such as information concerning the price and content of transport services, itineraries and stopovers, as well as the stay offered on board the ship) appearing on these different information media, under the conditions defined below in article 4.

In the case of contradiction, the present special conditions prevail over the General Conditions of Sale in force.

1. Club packages

Club Med® offers its G.M® packages including the stay (including sea transport) on board the ship (with or without air transport, in the latter case, the stays are then called "Port-Port"). These packages constitute a unique and indivisible product whose content, cruise itinerary and price are detailed on the website www.clubmed.ch (hereinafter "Package").

In the case of a Port-Port trip, except for specific schedules specified on the invitation sent to the G.M®, embarkation time is from 4pm and disembarkation time is between 9am and 11am (the cabins must be vacated before 10am).

As an exception, a G.M® may embark on the ship during the cruise, during a stopover, subject to the prior agreement of the Club Med® Cruise Department Management and payment by the G.M® of the full price of the corresponding cruise, even if he has missed certain stopovers.

1.1 Stay on board the ship

It includes:

- one week (7 nights unless otherwise specified in the "Schedule and Prices") or several weeks stay on the Ship, including transport time for the Packages with flight.
- Full board during the stay (including breakfast, lunch and dinner, as well as the "Bar & Snacks" package offering champagne by the glass at the bar(s) at 6pm and drinks at the bar and mini fridge, excluding à la carte drinks which are marked as payable on site),
- the sports activities indicated on the internet and mentioned in the booking confirmation mail, the usual Club Med® services such as literary cabinets, entertainment and soirees.

Services not included in the Package are optional and subject to availability (in particular, excursions (remembering that those proposed at the beginning and end of the cruise will only be possible depending on flight arrival and departure times), Spa and well-being services, hair salon). The services with extra charge are in any case identified as such on the internet and on the ship. Excursions bought when booking are subject to a minimum number of participants specified in the Brochure and on the Website. If this minimum number is not reached, this will be a valid reason for cancellation by Club Med® without this giving the G.M® any right to compensation whatsoever, only the excursion already paid will be refunded. Excursions may also be subject to a maximum number of participants.

Taxes (port and flight) and fuel surcharges are subject to modification in accordance with the conditions set out in article 4 of the General Terms and Conditions of Sale in force and of these special conditions.

*Full board means three meals a day (except on the day of embarkation and disembarkation, including for the "with flight"-packages, particularly because of the flight schedule), and includes wine (excluding the wines offered à la carte) at lunch and dinner.

Special requests from the G.M®

The G.M® may ask the organiser for a special request or express a particular need concerning his stay or transport (special meal, person with reduced mobility etc.), which will be treated on a case by case basis. The request will only be considered as valid after confirmation and written acceptance by Club Med® and/or the airline and subject to the applicant fulfilling the conditions that may have been set. In any case, any request for transport assistance must be notified to your agency (disability, corpulence etc.) at least 72 hours before departure and in any case before the reservation and issue of tickets.

People with reduced mobility:

Persons who are not autonomous (in particular due to illness, physical or mental disability: disabled persons or persons with reduced mobility) must inform Club Med® of their need for special assistance before making a reservation. It is imperative that the most complete information concerning the specific needs in terms of accommodation, seats or particular services, or the medical equipment that the person needs to benefit from, be communicated before any reservation is made so that Club Med® can assure its ability to fulfil the obligation of transporting the person concerned and the other passengers in safe and comfortable conditions. This information will be processed as soon as possible by Club Med® after it has been communicated in writing to the agency. Club Med® may, if necessary, require that persons who are not autonomous travel with a person who will be able to provide them with the help and assistance required by their state of health during their stay and which is necessary

to ensure the good progress of the trip. Club Med® will provide, as far as possible, useful assistance to non-autonomous persons during embarkation, disembarkation and on board, but this cannot replace the individualised assistance of a companion, which is why the presence of a companion is, in all cases, strongly recommended. Club Med® will not be responsible for the refusal of boarding to G.M® who have not correctly indicated their needs at the moment of booking. Club Med® reserves the right to refuse boarding to any person who is not autonomous for reasons of safety, inappropriate infrastructure or whose state of health requires special care that Club Med® is unable to provide. Disembarkation/stopovers in some ports may be difficult or impossible in safe conditions, especially when disembarking by shuttle, thus not allowing people to make the stopovers. A list of these ports is available on written request.

Medical contraindications: As a general rule, all passengers must ensure that they are medically and physically able to take a cruise without endangering themselves or other passengers. Club Med® and/or the captain reserve the right to refuse to carry any passenger whose presence on board could be prejudicial to the safety of other passengers, the crew or the local order of the ports reached by the ship. The captain and/or Club Med may decide, in particular, to refuse to embark or disembark the passenger(s) in any port visited by the ship, to confine the passenger(s) to a cabin of the ship's medical service, to the hospital or other similar institutions if the ship's doctor deems it necessary, and to administer any medication or substances admitted by the doctor. The passenger shall pay all costs incurred, in particular the cost of consultations, medication and repatriation. The passenger will in no case be entitled to claim compensation and/or damages, or reimbursement of the part of the journey not taken.

Certain preventive medical measures may be necessary depending on the cruise. Please contact your doctor.

1.2 Flight to the port of embarkation

Without prejudice to the provisions of paragraph 1.2.2 of the General Terms and Conditions of Sale, it is specified that transfers between airport/port and return are included in the price of Packages with transport, unless otherwise specified. Club Med® flights can be operated both during the day and at night, with the first and last days of the trip being reserved for transport. As Club Med® does not control the choice of schedules, it cannot be held responsible for late departures and/or early returns on the first and/or last day.

1.3. Transfers

1.3.1. Transfer to the port of embarkation

Airport/port transfers are not provided by Club Med® and will remain the responsibility of the G.M®, for Cruise Packages booked without air transport ("Port-Port" stay).

1.3.2. Port/Resort (or Resort/Port) transfer

In the case of a Resort Stay Package booked in addition to the Cruise Package, the Port/Resort (or Resort/Port) transfer is not provided by Club Med® and remains the responsibility of the G.M®. However, in some cases, a transfer with a supplement may be offered at the time of booking (please enquire).

1.4. Resort extensions

A resort stay can be booked before or after a cruise, and should be booked through your travel agent.

2. How to calculate your package

The prices listed in the "Schedule and Prices" are given in CHF, and are for cruises with or without flight, lasting from 2 to 14 nights. They are valid for an adult (18 years and older) staying in a Club cabin deck B on a two-bed basis and include stopover fees as well as for packages sold with flight, transfers, taxes for airport, insurance, security, solidarity and fuel surcharges. Taxes are subject to change in accordance with the General Terms and Conditions of Sale (details of adult and child prices per deck are available on the website www.clubmed.ch; on 0840 841 842 (price of a local call from a landline) or in your travel agency). The prices shown in the "Cruises Schedule and Prices" for Winter 2022-2023 and Summer 2023 have been established according to the economic and fiscal data in force on 04 September 2022. For the price of cruises in subsequent seasons, this date will be indicated in the "Cruises Schedule and Prices" available in the agency and on the website. Club Med® expressly reserves the right to revise its prices upwards in order to take into account:

- the cost of transport, in particular the cost of fuel (including that of the ship)
- the fees and taxes relating to the services offered, such as landing, embarkation and debarkation taxes in ports (including stopover fees) and airports or the increase in the civil aviation tax (known as the solidarity tax);
- the exchange rates applied to the Package in question. For the ship part, the increase will be calculated as follows: variation in the price of fuel (according to the MGO index), and for a rate converted from the US Dollar to the Euro according to the exchange rate, applied to the ship's consumption forecasts for the month of the cruise, and distributed per passenger. In the case of a variation in the elements thus defined, Club Med® may pass on this variation in full to its prices (it being understood that the variation in the exchange rate is only applied to the services invoiced to Club Med® in the currency concerned). For G.M® already booked 30 days or more before departure, no price change may be made during the 20 days preceding the planned departure date.

The reduction will be passed on in the case of a variation in these same indices.

3. How to pay for your package

Please refer to the terms in chapter 3 of the current General Terms and Conditions of Sale.

4. Modifications, cancellations and/or terminations and cessions

Please refer to the terms of chapter 4 of the current General Conditions of Sale.

It should be noted in advance that the G.M® does not benefit from the right of withdrawal for the purchase of tourist services in accordance with the regulations in force ("Consumer Protection Law").

The terms "cancellation" and "cancellation indemnities" have the same meaning as the terms "cancellation" and "penalties" respectively. Last minute offers ("LMOs") offered exclusively on the

website www.clubmed.ch are subject to specific conditions of modification and cancellation available on the above mentioned website.

Without prejudice to the application of the terms of chapter 4 of the General Terms and Conditions of Sale in force at the time of booking, it is specified that the content of the Cruises and the stopovers may be cancelled or modified without prior notice, in particular as a result of certain local imperatives (official events, cultural or sporting events, political events, security measures etc.) or climatic conditions (for example, water sports during the monsoon season), when the planned destinations are impossible to access. In the case where these modifications substantially affect a fundamental element of the Package, Club Med® will inform the G.M®.

Concerning the Espace Découverte products, it is recalled that an insufficient number of participants, as indicated, will constitute a valid reason for cancellation by Club Med® without this cancellation giving rise to any right to compensation whatsoever.

In the absence of available seats on Club Med® flights, Club Med® may propose an additional offer of special flights on the same date or on another date, leading, if necessary, to a modification of the duration of the cruise in relation to the one mentioned in the "Schedule and Prices" and causing a supplement or a reduction in price, which will be indicated to the G.M® before the conclusion of the Contract.

5. Extension in resort

Subject to availability and the successful fulfilment by the G.M. of the required visa and/or vaccination formalities, an extension of the Package will be possible at the rate shown in the "Schedule and Prices". Payment must be made on board in full and in Euro. No payment can be made by a third party at any of our sales points.

6. Withdrawal during the package

An interruption of the Package during a stopover and/or the renunciation of certain services included in the Package or paid for in addition to the price of the Package at the time of booking (such as training courses, excursions etc.) may not give cause for a request for reimbursement or credit of any kind. The certificate of premature departure from the ship can in no way be considered as a reimbursement agreement of any kind.

7. Responsibility

Please refer to the terms of Chapter 12 of the current General Terms and Conditions of Sale. The carriage of passengers and their luggage by sea is governed by the Athens Convention of 1974 and the London Convention of 1976 as specified on the ticket given to the passenger before embarkation and which the G.M® declares to accept. The Athens Convention limits the liability of the carrier for death or personal injury, loss of or damage to baggage and valuables. The limitation of liability benefits Club Med® under the same conditions.

8. Claims

Complaints relating to the Package must be addressed by the G.M® within 30 days of the end of the use of the Package via the form made available in the "My requests" section of the G.M® customer account or in the "Complaints" section on our Site.

Claims involving Club Med®'s damage or civil liability insurance must be declared in writing before the departure of the ship, or to the carrier if the dispute arises during outward and return transport organised by Club Med®.

9. Formalities

Passports and visas: please refer to the terms of chapter 6 of the General Terms and Conditions of Sale in force, on the "Practical Information" page (PASSPORT, VISAS section) of the website www.clubmed.ch.

Travel documents: the G.M® will receive, before departure, his contract, his convocation detailing the dates, places and times of the trip as well as the ticket, the latter being essential for boarding. The G.M® must communicate the relevant information relating to his passport and ESTA (for cruises with stopover(s) in the USA) to his travel agency at the time of booking. The flight times and the names of the airlines indicated on the Sales Contract are subject to change on the "Travel Rendez-vous". Health: We cannot accept a booking or carry a passenger who is 28 weeks or more pregnant at the end of the cruise. Passengers who are less than 28 weeks pregnant at the end of the cruise must be in possession of a medical certificate confirming their fitness to travel by sea at the time of boarding. Failing this, Club Med® and/or the captain reserve the right to refuse them access to the ship, without this giving any right to compensation or reimbursement of the sums paid. Club Med® reserves the right to demand at the time of booking the presentation of a certificate confirming their fitness to participate in the cruise.

Vaccinations - health - fitness to travel: please refer to the "Health" section of the Trident® destinations Sun and destinations Winter Sports in force at the time of booking or on the website www.clubmed.ch.

G.Ms® with known allergies or intolerances to certain foods are invited to inform the Restaurant Manager or the Head Chef as soon as they arrive, in accordance with the procedures indicated on site.

10. Personal data - confidentiality

Please refer to the terms of chapter 14 of the General Terms and Conditions of Sale in force.

In accordance with the law "Informatics and Liberties", each G.M® has a strictly personal right of access, rectification and opposition for legitimate reasons to information concerning them. As this is a strictly personal right, the right of access and rectification may only be exercised by the holder who can prove their identity or by their legal representative in the case of a minor or an incapable adult. It may be exercised by sending a simple letter to the Customer Relations Department, the address of which is given in Chapter 8.

11. Sports

Please refer to the information available on the website www.clubmed.ch.

No water sports when the ship is in port, unless otherwise stated. Opening of the water sports hall (allowing access to various water sports activities including snorkelling) is subject to weather conditions and/or local authority decisions.

12. Accommodation

It is reminded that the principle of accommodation on board the ship, known as "Unit", is accommodation to be shared with another G.M® registered on the same sales form and/or the same booking file, and is therefore only available to families or G.M® who know each other. For people registered alone on a sales form and/or booking file, the accommodation is therefore necessarily in a Cabin (in single occupancy, with possibly, depending on the date of stay, a supplement to be paid). Given the principle of single occupancy, a child (under 12 years of age) must be accommodated either in a Cabin to be shared with his/her parents and/or accompanying person(s), or in a single Cabin for which a single supplement is payable. In any case, minors remain under the full responsibility of their parents and/or accompanying person(s) for the entire duration of their stay and it is therefore up to the latter to assess whether their child(ren) over 12 years of age can effectively stay alone in a Cabin in single occupation. Therefore, Club Med® offers, depending on availability and subject to a reduction in price (see "Schedule and Prices"), family cabins and/or cabins with three occupants, but always on a "Unit" basis.

The Cabin number specified on the Contract is given as an indication only, as Club Med® reserves the right to change the allocation of Cabins in the same comfort category.

The accommodation conditions (name and category of the hotel, catering conditions) outside the ship are those specified in the mini-tour programme.

13. Children

Without prejudice to the application of the terms of chapter 5 of the General Terms and Conditions of Sale in force, it is specified that children are only accepted on board from the age of 8, without supervision or special services. They are under the full responsibility of their parents and/or accompanying person(s).

14. Animals

Please refer to the terms of Chapter 17 of the current General Terms and Conditions of Sale.

15. Assistance/insurance

In advance, it is specified that at destination, in the case of difficulties or non-conformity to be reported, the G.M. has assistance at its disposal at the address indicated on the sales contract.

Please refer to the terms in chapters 15 and 16 of the General Terms and Conditions of Sale in force. We strongly recommend that you take out an additional insurance policy. Therefore, Club Med® offers the possibility of taking out the additional insurance, Écran Total®, covering the risks incurred during your trip, such as, in particular: cancellation, luggage, early return. For details of this offer (how to take out this insurance and the scope of cover), please contact your travel agent.

16. Valuables

Articles of value, identity papers or jewellery must not be left unattended in your Cabin or in your hotel room. Each cabin is equipped with a mini safe in which cash or foreign currency up to CHF 1 000 and items up to CHF 2 500 may be deposited. For higher values, a deposit to the main safe at the reception desk must be requested.

Club Med Terms and Conditions

Edition of Julu 3rd, 2024

These General Conditions of Sale are applicable to any booking of Stay (including Club Med 2 Cruises and Circuits) made from July 3rd, 2024 and are valid until further updated, the date of publication being taken as proof. In the event of an update, the new General Conditions of Sale will be available in your Club Med Voyages Geneva agency and on the website https://www.clubmed.ch. The present conditions cancel and replace as of this same date, any previous General Conditions of Sale.

Published by Club Med (Bureau Suisse) SA, Chemin des Mines 2, 1202 Geneva, +41.22.339.09.09 IDE: CHE-103.255.873. The contract is subject exclusively to Swiss substantive law, excluding the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (RS 2.221.211.1). The place of arbitration for any dispute is Zurich.